

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
SEPTEMBER 24, 2024**

LOCATION CHANGED TO:

**PROWERS COUNTY ANNEX – MEZZANINE ROOM
1001 S. MAIN STREET, LAMAR, CO 81052**

(Revised 9/19/2024)

8:00 a.m. Board of Human Services, Lanie Meyers-Mireles
8:30 a.m. ~~Cancelled~~- Board of Health, Meagan Hillman

WORK SESSION

9:00 a.m. Paula Gonzales
- Admin Office Update

09:30 a.m. Judy Wittman, Prowers County Treasurer
- Update

10:00 a.m. Todd Horning
- Discussion Re: Event at Fairground Facility

10:30 a.m. Richard Chambers, SCEDD
- Update BroadBand

11:00 a.m. Gene Sobczak, High Plains Community Health Center Interim CEO
- Update

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider Approval of Adoption of Agenda
2. Consider Approval of Payment of Bills Presented and of Voiding Checks, if any
3. Consider Approval of September 17, 2024 Meeting Minutes

PUBLIC APPEARANCES

- Anyone wishing to address the BOCC may do so at the discretion of the Board and subject to a three-minute limitation.

- Michelle Nelson, AgriTech Consulting, Michelle Hiigel, Land Use Administrator and Darla Scranton Specht, 1041 Attorney.
 - Koeller Fall 1041 Fall Report
 - Koeller Farms Request for Release
 - 1041 Regulation updates

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions related to **Part I** - Litigation Updates **Part II** - Coroner Updates.

Rose Pugliese, Esq.

- County Attorney Update

ACTION ITEMS:

1. Consider approval of request by Glen and Connie Koeller for a Certificate of Completion for Farm No. 62A, full release from the requirements of the of the Amended Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest for the Amended Application Filed by Arkansas River Farms, LLC and Lower Arkansas Water Management Association and now Amended to include Arkansas River Farms, LLC, ET AL.

2. Consider approval of appointing one (1) Member to the Prowers County Lodging Tax Board for a position on the Board to fill the remaining term to expire December 2024.
3. Consider approval of Lease Agreement between Prowers County Department of Human Services and Otero College for lease of location 607 Savage Ave., Lamar, CO 81052 with annual terms beginning 10/1/24 and ending 3/31/29 with the initial term amount of \$35,596.80 and authorizing Director of Human Services, Lanie Meyers-Mireles to execute the Agreement.
4. Consider ratifying 9-18-2024 email poll to approve amending Order for Authorized Persons and Authorized Signatures on Checking Accounts with Frontier Bank to replace Wendy Buxton-Andrade and Mark Westhoff with Roger Stagner and Don Wilson, and authorizing the use the Commissioner's Signature Stamps.
5. Consider approval of Contract Amendment #4 Original No. 22 IHIA 174583, Amendment No. CTGG1 QAAA 2025, expiration September 29, 2025 for the amount of \$120,000 and authorizing Public Health Director, Meagan Hillman to execute the Contract electronically.
6. Consider approving State of Colorado Contract Modification Contract Amendment #4 (original contract number 2021CMIP051) between the Department of Health Care Policy and Financing and Prowers County Department of Human Services with the total for all State Fiscal Years in the amount of \$176,583.21 and authorizing Director of Human Services, Lanie Meyers-Mireles to execute the Agreement electronically.

PREVIOUSLY TABLED ACTION ITEMS:

1. Consider approval of Participation Agreement between Prowers County and Southeast & East Central Recycling Association (SE&EC) for SE&EC to provide recycling services to Prowers County residents at a cost of \$0.30 per capita per month beginning January 1, 2025, and authorizing BOCC Chair Ron Cook to execute the agreement.

NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.

If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.

PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 9/24/2024

Submitter: Michelle Hiigel, Land Use Administrator, Michelle Nelson, AgriTech Consulting, Darla Specht, Esq., 1041 Special Counsel and Rose Pugliese, Esq., County Attorney

Submitted to the County Administration Office on: 8/28/2024

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date: Not applicable.

Item Title/Recommended Board Action:

Consider the request of Glen and Connie Koeller for a Certificate of Completion for Farm No. 62A, full release from the requirements of the of the Amended Permit to Conduct a Designated Activity of State Interest or to Engage in Development in a Designated Area of State Interest for the Amended Application Filed by Arkansas River Farms, LLC and Lower Arkansas Water Management Association and now Amended to include Arkansas River Farms, LLC, ET AL

Justification or Background:

Agronomist Michelle Nelson will provide her report and final recommendations regarding Koeller's request dated August 26, 2024. The Board of County Commissioners for Prowers County, Colorado sitting as the 1041 Permit Authority, will need to take action to approve or deny the request.

Fiscal Impact: All time of staff and attorney is included in the cost deposit from Mr. and Mrs. Koeller.

Approved by the County Attorney on:

Additional Approvals (if required):

PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.

THANK YOU!

August 26, 2024

Michelle

As a result of the milo crop on farm 62a meeting the requirements of the 1041,
we request a release from the Prowers County Commissioners.

Sincerely,

Glen & Connie Koeller

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 9-24-2024

Submitter: Administration Office

Submitted to the County Administration Office on: 9-17-2024

Return Originals to: N/A

Number of originals to return to Submitter: N/A

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of appointing one (1) Member to the Prowers County Lodging Tax Board for a position on the Board to fill the remaining term to expire December 2024.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 9/24/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 9/16/24

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approval of Lease Agreement between Prowers County Department of Human Services and Otero College for lease of location 607 Savage Ave., Lamar, CO 81052 with annual terms beginning 10/1/24 and ending 3/31/29 with the initial term amount of \$35,596.80 and authorize Department of Human Services Director, Lanie Meyers-Mireles execute the agreement.”

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: _____

Federal: \$ _____

State:

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.

THANK YOU!

**STATE OF COLORADO
DEPARTMENT OF PERSONNEL AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**



**STANDARD - [GROSS LEASE]
LEASE AGREEMENT [IMPROVED REAL PROPERTY]**

LANDLORD **Prowers County Department of Human Services**

TENANT **Otero College**

LOCATION **607 Savage Avenue, Lamar, CO 81052**

**STATE OF COLORADO
DEPARTMENT OF PERSONNEL AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS**

STANDARD LEASE AGREEMENT [IMPROVED REAL PROPERTY]

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EXHIBITS:

Exhibit A – Premises

Exhibit B – Notice of Assignment of Lease Form

Exhibit C – Commission Sharing

**LEASE AGREEMENT
[Improved Real Property]**

The printed portions of this form, except bold additions, have been reviewed by the State Controller and/or the State of Colorado Attorney General and approved by the State Controller. All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT ("Lease") entered into by and between **Prowers County Department of Human Services** whose address or principal place of business is **1001 South Main Street, PO Box 1157, Lamar, CO, 81052**, hereinafter referred to as "Landlord", and THE STATE OF COLORADO (the "State"), acting by and through the Department of **Higher Education by the State Board for Community Colleges and Occupational Education for the use and benefit of Otero College** whose address is **1802 Colorado Ave, La Junta, CO, 81050**, hereinafter referred to as "Tenant". Both Landlord and Tenant may be referred to individually as a "Party", and shall collectively hereinafter be referred to as "Parties" to this Lease.

WITNESSETH:

WHEREAS, Landlord is willing to lease the Premises, defined herein, and Tenant desires to lease the Premises pursuant to the terms of this Lease; and

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **PREMISES, TERM, RENT.**

(A) Landlord hereby leases and demises unto Tenant the Premises, hereinafter referred to as "Premises" within the building located at **607 Savage Avenue, Lamar, CO**, hereinafter referred to as "Building" (including land, improvements and other rights appurtenant thereto). The Premises, known and described as ~~Suite~~ **Prowers County Child Care Center**, includes approximately **4,320 (sq,ft)** rentable square feet; the Premises as attached hereto and incorporated by reference herein as "Exhibit A".

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of **October 1, 2024**, or the date the Colorado State Controller approves the Lease "Commencement Date"), and ending **March 31, 2029**, at and for a monthly rental (the "Monthly Rent") for the full term as shown below:

\$8.00/ sq. ft.	NEGOTIATED ANNUAL RENT/	REAL ESTATE PROPERTY TAXES	ADJUSTED ANNUAL RENT/	MONTHLY RENT*	TERM RENT*
TERM DATES	RSF	RSF*	RSF*	RENT*	RENT*
10/01/24 – 09/30/25	\$35,596.80	(\$)	\$8.00	\$2,966.40	\$35,596.80
10/01/25 – 09/30/26	\$36,664.70	(\$)	\$8.00	\$3,055.39	\$36,664.70
10/01/26 – 09/30/27	\$37,764.64	(\$)	\$8.00	\$3,147.05	\$37,764.64
10/01/27 – 09/31/28	\$38,897.58	(\$)	\$8.00	\$3,241.47	\$38,897.58
10/01/28 – 03/31/29	\$40,064.51	(\$)	\$8.00	\$3,338.71	\$20,032.26

***Reduces Rent by the Estimated Property Tax known at the time of drafting this document.**

~~1) — §39-3-124 C.R.S., exempts real property leased by the State of Colorado from the levy and collection of property taxes. Therefore, the Adjusted Annual Rent/RSF as shown above does not include the Taxes known at the time of drafting of \$___/rsf or any tax based upon real property as defined and required by Article 15; when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly.~~

~~2) — At the Commencement Date, Tenant will have on account for its benefit a rent credit in the amount of \$___,___,___ pursuant to Exhibit C attached hereto and incorporated by reference herein. Such amount shall be applied against Rent, Tenant Improvements, and/or Furniture Fixtures & Equipment at the sole discretion of and request by Tenant. Tenant and Landlord are both exempt from property taxes.~~

3) The Premises are to be used and occupied as **head start classroom** space. Payment of the Monthly Rent shall be made on the first of each month during the term hereof, to Landlord at:

**Prowers County Department of Human Services
1001 South Main Street, PO Box 1157
Lamar, CO 81052**

or at such place as Landlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 11 Fiscal Funding, Article 12 Federal Funding, or Article 20 Collocation, herein.

4) If the term herein commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the rental for the number of days that exist prior to the first day of the succeeding month and the first month of the Lease shall be the first full calendar month Tenant is in occupancy of the Premises. **Both parties shall have the right to renew the lease annually upon mutual agreement Tenant shall have the right (the "Renewal Right") to renew the Initial Term of this Lease for an additional one-year period (the "Renewal Term" and, together with the Initial Term, the "Term") on the same terms and conditions set forth in this Lease, subject to the approval of the Landlord.**

2. SERVICES.

(A) Landlord Provided Services: Landlord shall provide to Tenant during the occupancy of said Premises, as a part of the rental consideration, the following services comparable to those provided by other office buildings of similar quality, size, age and location, in the Lamar submarket. The services shall include but not necessarily be limited to the following:

1) Services to Premises.

(a) Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours. Landlord shall at all times be responsible for providing heat, ventilating and air conditioning (HVAC) services in quantities and distributions sufficient for Tenant's use of the Premises, including rebalancing of the HVAC distribution system as necessary, and also including service, repair and/or replacement (which replacement shall be considered a capital improvement) of equipment, parts and accessories for the HVAC units and systems serving the Premises. Landlord shall ensure that the HVAC capacity provided to service the Building is sufficient to maintain year round temperatures within the 70°F-74°F range in the Premises;

~~(b) — Landlord shall provide Building standard janitorial services. Janitorial services shall be provided a minimum of five (5) times per week, except legal holidays, and include all supplies and materials. Interior and exterior window washing shall be completed a minimum of two (2) times per year.~~

(c) Provide and pay for electric power as supplied by the local utility company.

(d) Replacement of Building standard lighting.

2) Building Service.

(a) Domestic running water and necessary supplies in washrooms sufficient for the normal use thereof by occupants in the Building;

(b) Access to and egress from the Premises, including elevator service maintenance, repair and replacement customary for buildings of similar age and quality, if included in the Building;

(c) Snow removal, sidewalk repair and maintenance, landscape maintenance, pest control, and trash removal services;

(d) HVAC, lighting, electric power, domestic hot and cold running water and janitorial service in those areas of the Building designated by Landlord for use by Tenant, in common with all tenants and other persons in the Building during normal business hours, but under the exclusive control of Landlord;

~~(e) — A general directory board on which Tenant shall be entitled to have its name shown, provided that Landlord shall have exclusive control thereof and of the space thereon to be allocated to each Tenant;~~

~~(f) — Landlord shall at all times be responsible for paying real estate taxes and assessments, including real property taxes, special improvement district taxes or fees or other special district taxes or charges for which Tenant is not eligible for a tax exemption, subject to Article 15. Tenant shall be responsible for all taxes and assessments on Tenant's personal property, if any.~~

3) Maintenance, Repair and Replacement.

(a) Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord's services under Article 2(A)1) and 2) above and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which Landlord is obligated to insure against under this Lease.

4) Additional Services.

(a) Maintenance of parking lot and/or structure, maintenance of the external lighting devices for the Building parking lot and/or structure. Maintenance, repair and replacement of Tenant Improvements for damage caused by shifting of or leaking around the foundation or of any other structural aspect or system of the Building.

(b) Maintain the Premises in good repair and in tenantable condition during the term of this Lease. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections, repairs or maintenance.

~~(c) — The "normal business hours" of operation of the Building shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays, excepting legal holidays, which shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and~~

~~Christmas. Landlord shall provide additional hours of operation for the Premises upon 24 hours prior notice to Landlord from Tenant at no additional cost to Tenant.~~

(B) **Tenant Provided Services:** Tenant shall provide to Landlord during the occupancy of said Premises, as a part of the rental consideration, the following services comparable to those provided by other office buildings of similar quality, size, age and location, in the Lamar submarket. The services shall include but not necessarily be limited to the following:

1) **Services to Premises.**

- (a) Tenant shall provide janitorial services to the interior of the Leased area.
- (b) Tenant shall replace standard light bulbs inside the Leased area.

2) **Building Service**

- a. Tenant shall provide snow removal services to ensure safe access to and from the playground.

3) **Tenant agrees to pay 50% of the maintenance expenditures for the Leased area up to a maximum of \$10,000 per Termyear.**

3. **INTERRUPTION OF SERVICES.** Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises (including, but not limited to HVAC, electrical service, elevator service), and such interruption continues for a period of five (5) consecutive days, Tenant shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by Tenant. If such interruption continues for a period of ninety (90) days, Tenant may cancel and terminate this Lease without penalty.

4. **WORK REQUIREMENTS.**

Tenant shall take the Premises without Tenant Improvements unless otherwise specified herein;

All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit D, attached hereto and made a part hereof.

5. **LANDLORD'S REPRESENTATIONS.**

(A) Landlord represents that either:

1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Lease; or

2) in the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Lease, Landlord agrees to fully cooperate with Tenant in Tenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Landlord, in Landlord's sole opinion, represents that with respect to this Lease and the Premises, the Building meets the requirements of the Americans with Disabilities Act.

(C) Landlord must meet all local codes and regulations with regard to fire and life safety during the term of the State of Colorado's occupancy of the Premises as mandated by local authorities.

6. **LANDLORD'S OWNERSHIP.** Landlord warrants and represents itself to be the owner, or the authorized representative or agent of the owner, of the Premises in the form and manner as stated herein. During the term of this Lease Landlord covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Premises. In the event of any dispute regarding Landlord's ownership, upon request from and at no cost to Tenant, Landlord shall immediately, furnish proof thereof by delivering to Tenant an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.

7. **LEASE ASSIGNMENT.** Tenant shall have the right to assign or sublease its interest under this Lease or portion thereof to a State agency or a State institution of higher education. Such arrangement will be memorialized in an amendment to this lease. Tenant shall not otherwise assign this Lease or sublet the Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Tenant, its agents or employees, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. **EMINENT DOMAIN, TERMINATION OF LEASE.** If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Lease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Landlord and Tenant, as their interests appear.

9. **DAMAGE AND DESTRUCTION.** If the Premises are rendered uninhabitable or unfit for Tenant's purposes by fire, natural disaster, or other casualty, and the Premises cannot be repaired within a reasonable amount of time as mutually and reasonably determined by both Parties, this Lease will immediately terminate and no rent shall accrue from the date of such fire or casualty. If the Premises are damaged by fire, natural disaster, or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially uninhabitable or partially unfit for Tenant's purposes, Tenant may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the Landlord. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

10. **HOLDING OVER.** The Lease shall be extended on a month-to-month basis if Tenant fails to vacate the Premises upon expiration or sooner termination of this Lease. The rent to be paid by Tenant during such continued occupancy shall be the same being paid by Tenant as of the date of expiration or sooner termination, subject to Article 15. Landlord and Tenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

11. **FISCAL FUNDING.**

(A) As set forth in State of Colorado Fiscal Rules and §23(B) below, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate upon the exhaustion of such appropriation, with no penalty or additional cost to Tenant. Tenant shall notify Landlord of such non-allocation of funds by sending written notice thereof to Landlord forty-five (45) days prior to the effective date of termination.

(B) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation

indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

12. **FEDERAL FUNDING.** If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to Landlord.

13. **NOTICE.** Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the Party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:

**Human Services Director
Prowers County Dept. of Human Svcs.
1001 South Main Street, PO Box 1157
Lamar, CO 81052**

Tenant:

**Jennifer Johnston, Vice President of Business
& Admin Services
Otero College
1802 Colorado Avenue
La Junta, CO 81050**

With a copy to:

**Office of the State Architect
Real Estate Programs
1525 Sherman Street, Suite 112
Denver, CO 80203**

Notice of change of address shall be treated as any other notice.

14. **CONSENT.** Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within thirty (30) days of the date the request was made. If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

15. **TENANT'S TAX EXEMPT STATUS.** The Parties acknowledge § 39-3-124(1)(b) C.R.S., effective January 1, 2009, exempts the Premises from levy and collection of property tax including Assessed Tax, Special Assessment Tax, Maintenance District, Local Improvement Assessment, Fees and Interest (collectively "Taxes") while leased by Tenant for State purposes and that Landlord shall not receive a levy for property taxes from the County Assessor on the Premises occupied by Tenant during the term of the Lease and any extensions thereof. ~~Tenant shall timely file a copy of the Lease, and any extensions or amendments thereof, with the County Assessor. If the Lease terminates prior to the end date provided for in Article 1(B), or any extension or amendments thereof (early termination), Tenant shall timely file notice of the early termination date with the County Assessor.~~

~~Tenant's Monthly Rent obligation, per Article 1(B), shall be decreased by the amount of the reduction in Taxes on a monthly prorated basis. So long as Landlord receives an abatement of Taxes from the County Assessor, by reason of Tenant's operation as an agency or department of the State of Colorado:~~

~~(A) — Tenant shall receive a credit against its Monthly Rent beginning with the Commencement Date based upon the latest tax information known at the time the lease is prepared for execution. This credit shall be reconciled upon the availability of the tax information for the relevant tax year; and~~

~~(B) — Beginning with the availability of the tax information for the relevant tax year Tenant shall receive an on-going credit against its Monthly Rent which shall be reconciled annually.~~

16. **TENANT LIABILITY EXPOSURE.** Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.* C.R.S. Liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, *et seq.*, C.R.S. and § 24-30-1501, *et seq.*, C.R.S. All provisions of this Lease are controlled, limited and otherwise modified to limit any liability of Tenant in accordance with the foregoing cited statutes.

17. **SECURITY DEPOSIT.** Tenant shall not provide a security deposit to Landlord.

18. **INSURANCE.**

(A) Landlord Insurance. Landlord and Landlord's contractors shall carry and maintain the following insurance coverage with respect to the Premises during the Lease term:

1) Commercial General Liability Insurance covering operations by, or on behalf of, Landlord on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) \$1,000,000 each occurrence; (b) \$2,000,000 general aggregate; (c) \$2,000,000 products and completed operations aggregate.

2) Property Insurance covering the Building, including the Premises, its equipment, and Landlord's interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a Replacement Cost valuation and include an agreed value provision. The deductible amount shall not exceed \$25,000 unless approved by Tenant. The policy shall also include a rental income extension.

3) Workers' Compensation Coverage for employees of Landlord as required by law and employer's liability insurance.

4) All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A- VII and shall contain a Waiver of Subrogation on behalf of Tenant. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Landlord and Landlord shall forward such notice to the State within seven days of Landlord's receipt of such notice. Landlord shall provide Tenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.

(B) Tenant Insurance. Tenant shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty at Tenant's sole cost. Tenant shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company. With respect to general liability, Tenant is self-insured in accordance with the provisions of the Colorado Governmental Immunity Act set forth at § 24-10-101, *et seq.*, C.R.S. and the Colorado Risk Management Act, § 24-30-1501, *et seq.*, C.R.S.

19. CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMENT AND NON-DISTURBANCE.

(A) If Landlord assigns this Lease or if the Premises are sold, transferred or conveyed, (all collectively called "Assignment"), within ten (10) days of the Assignment of the Lease, Landlord shall provide Tenant notice thereof pursuant to Article 13 of this Lease in a form substantially in conformity with that described in Exhibit B. Said notice shall include the name and address of the New Landlord (any assignee of this Lease, or any purchaser of the Premises, or any other successor owner or assignee of Landlord through foreclosure or deed in lieu of foreclosure [the "New Landlord"]), the New Landlord's Human Security or Federal Employer's Identification Number, and documentation evidencing the Lease Assignment, whether it be an assignment and assumption of Lease, deed or other transfer.

(B) If Landlord fails to provide Tenant the notice of Assignment provided for in the preceding paragraph (A) and Tenant receives written notice from a third-party claiming to be the New Landlord under a transaction constituting an Assignment of Lease, and the New Landlord provides Tenant the evidence of transfer specified in paragraph (A), Tenant shall provide Landlord written notice of the New Landlord's claim at the address provided for in Article 13. If Landlord does not contest the New Landlord's claim in writing to Tenant within ten (10) days from the date of Tenant's written Notice to Landlord, Tenant may recognize the New Landlord as Landlord under the Lease and shall thereafter pay the monthly rent and other obligations under the Lease to the New Landlord and Landlord shall have waived any further rights under the Lease and shall be barred from further rights thereunder, including, but not limited to, the right to receive rent. In addition, any Tenant audit rights (see Article 26(C)4)) which resulted in a monetary obligation due the Tenant shall then become the full responsibility of the New Landlord.

(C) The New Landlord's title, right and interest in the Premises, however acquired, shall be subject to all Lease provisions, including, not limited to, the non-disturbance of Tenant's possession of the Premises and Tenant shall recognize the New Landlord as Landlord under the Lease. Tenant's attornment to the New Landlord shall not waive any rights of Tenant against the prior Landlord. All payments previously made by Tenant to the prior Landlord and all other previous actions taken by Tenant under the Lease shall be considered to have discharged those obligations of Tenant under the Lease. The New Landlord's acceptance of the rent payment provided for in the Lease shall constitute the New Landlord's assumption of the Lease and obligations of the Landlord's thereunder.

20. COLLOCATION. If the State builds, leases, or otherwise acquires a building for the purpose of collocating in one area, State agencies, State institutions of higher education, or sections, divisions, or functional groups within the State, or designates an existing State or political subdivision thereof real property interest for such collocation of Tenant, this Lease may be terminated by Tenant by giving written notice to Landlord not less than sixty (60) days prior to Tenant's intent to vacate and terminate the Lease. Following the date of such termination stated in the written notice to Landlord, Tenant shall not be liable to perform any of its obligations under this Lease, including, but not limited to rental payments, following the date of such termination.

21. INDEPENDENT CONTRACTOR. 4 CCR §801-2. The Landlord shall perform its duties hereunder as an independent contractor and not as an employee. Neither Landlord nor any agent or employee of Landlord shall be or shall be deemed to be an agent or employee of the State. Landlord shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Lease. Landlord acknowledges that Landlord and its employees are not entitled to unemployment insurance benefits unless Landlord or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Landlord shall not have authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein. Landlord shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Landlord, its employees and agents.

22. NO VIOLATION OF LAW.

(A) § 18-8-301, *et seq.*, C.R.S. and § 18-8-401, *et seq.*, C.R.S. The signatories hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences) and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), and that no violation of such statutes has occurred under this Lease.

(B) § 24-76.5-101, *et seq.*, C.R.S. Landlord, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of § 24-76.5-101 *et seq.*, C.R.S. and (c) has produced one form of identification required by § 24-76.5-103 C.R.S. prior to the effective date of this Lease.

23. COLORADO SPECIAL PROVISIONS

(A) CONTROLLER'S APPROVAL. § 24-30-202 (1), C.R.S. This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

(B) FUND AVAILABILITY. § 24-30-202 (5.5), C.R.S. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(C) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution. The Landlord shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease.

(D) LANDLORD/VENDOR OFFSET. §§ 24-30-202 (1), C.R.S. and 24-30-202.4, C.R.S. Subject to § 24-30-202.4 (3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in § 39-21-101, *et seq.*, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(E) EMPLOYEE FINANCIAL INTEREST. § 24-18-201, C.R.S. and § 24-50-507, C.R.S. The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

~~24. BROKER REPRESENTATION: Landlord and Tenant acknowledge that _____ is acting as a Landlord Agent on behalf of Landlord in this transaction and _____ ("_____") is acting as a Tenant Agent on behalf of Tenant in this transaction. Further, Landlord and Tenant acknowledge that in consideration of _____ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission by separate agreement with _____.~~

25. GENERAL PROVISIONS

(A) Binding Effect. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

(B) **Captions.** The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(C) **Construction Against Drafter.** In the event of an ambiguity in this Lease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

(D) **Counterparts.** This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

(E) **Entire Understanding.** This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

(F) **Jurisdiction and Venue.** All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

(G) **Modification.**

1) **By the Parties.** Except as specifically provided in this Lease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF LEASES - TOOLS AND FORMS.

2) **By Operation of Law.** This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change, as if fully set forth herein.

(H) **Order of Precedence.** The provisions of this Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Landlord, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- 1) Colorado Special Provisions,
- 2) The remaining provisions of the main body of this Lease,
- 3) Exhibit A, Premises,
- 4) Exhibit C, Commission Sharing,
- 5) Exhibit B. Notice of Assignment,
- 6) Exhibit D, Tenant Improvements (where applicable).

(I) **Severability.** Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

(J) **Survival of Certain Lease Terms.** Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof,

shall survive such termination and shall be enforceable by the State if Landlord fails to perform or comply as required.

(K) **Taxes Other than Real Property.** The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under §§ 39-26-101 and 201, *et seq.*, C.R.S. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Landlord shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Landlord for such taxes.

(L) **Third Party Beneficiaries.** Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

(M) **Waiver.** Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(N) **Extinguishment and Replacement.** This Lease extinguishes and replaces any prior leases between the Parties related to the Premises upon the Commencement Date hereof.

(O) **Quiet Enjoyment.** The State shall be entitled to quiet enjoyment of the Premises as long as it is not in default under the provisions hereof.

(P) **CORA Disclosure.** To the extent not prohibited by federal law, this Lease and the performance measures and standards under § 24-103.5-101, C.R.S. if any, are subject to public release through the Colorado Open Records Act, § 24-72-101, *et seq.*, C.R.S.

~~(Q) **Indemnification.** Landlord shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred by any of the Indemnified parties as a result of any act or omission by Landlord, or its employees, agents, subcontractors, or assignees in connection with this Lease.~~ The provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S.

26. **ADDITIONAL RENT. NONE**

27. **ADDITIONAL PROVISIONS.**

Otero College Child Development Services will reimburse Prowers County for ½ the monthly cook aide's salary plus benefits August-May and Prowers County will in turn provide nutritious meals for Otero College Child Development Services' children daily. This includes breakfast, lunch, and snack.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease

LANDLORD

Prowers County Department of Human Services

TENANT

STATE OF COLORADO

Jared S. Polis, Governor

The Department of Higher Education, State Board for
Community Colleges and Occupational Education,
acting by and through Otero College

By: _____
Authorized Signatory

By: _____
Dr. Kimberly Zant, President
Otero College

Name (Print) Title (Print)

Date: _____

REAL ESTATE PROGRAMS

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF PERSONNEL & ADMINISTRATION

Office of State Architect, For the Executive Director

**ALL CONTRACTS MUST BE APPROVED BY THE
STATE CONTROLLER:**

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

By: _____
Heidi Dineen, Delegate

Date: _____

OFFICE OF RISK MANAGEMENT

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF PERSONNEL & ADMINISTRATION

For the Executive Director

STATE OF COLORADO

Jared S. Polis, Governor

STATE CONTROLLER'S OFFICE

State Controller (or authorized Delegate)

By: _____
State Risk Manager

By: _____

Date: _____

Date: _____

LEGAL REVIEW

DEPARTMENT OF LAW

Philip J. Weiser, Colorado Attorney General

ATTORNEY GENERAL (or authorized Delegate)

By: _____
Mary Nero, Associate General Counsel

Date: _____

EXHIBIT A
PREMISES

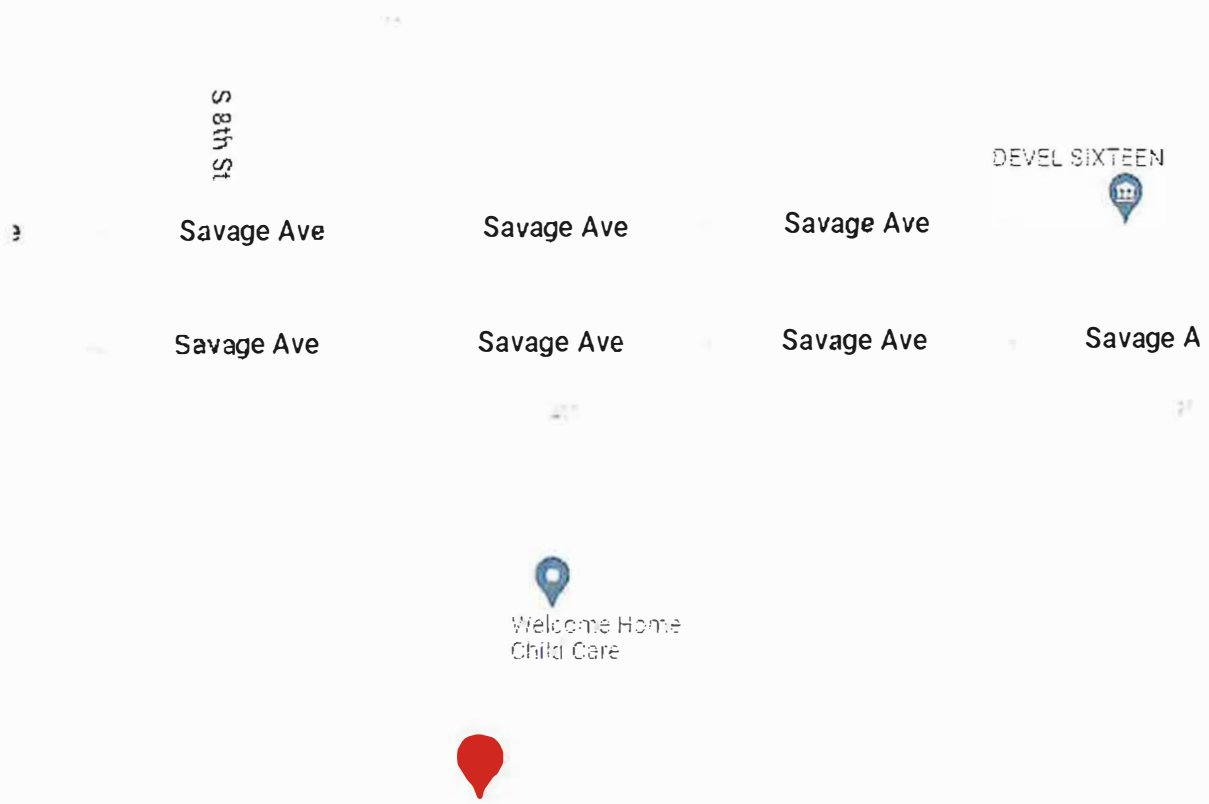


EXHIBIT B

NOTICE OF ASSIGNMENT OF LEASE
ASSUMPTION OF LEASE BY NEW LANDLORD

Date: _____

_____, Tenant

[Tenant]
[Tenant's Address for Notice
(See Art. 13 of Lease)]

Re: Lease for: _____, dated _____
_____, Landlord

[Lease Address
(See Art. 1 of Lease)
[Landlord]

Dear Tenant:

Pursuant to Article 13 of the above referenced Lease, Tenant is hereby notified that on _____ [date], the Lease was assigned to:

_____ [Name/Address of New Landlord], the "New Landlord."

The New Landlord's W-9 is attached.

Evidence of the transaction constituting the Assignment of Lease is by [mark as is appropriate]: ___
Assignment and Assumption of Lease; ___ Deed _____ [Type of Deed]; ___ Other [Specify] _____
_____; dated, which document is attached and made part hereof.

Tenant's rental obligations after _____ (date) should be paid to the New Landlord at:

The signatory below affirms the information provided in this Notice is true and acknowledges the New Landlord has assumed the obligations of Landlord under the Lease.

By: _____
LANDLORD

By: _____
NEW LANDLORD

Enclosures

EXHIBIT C

**COMMISSION SHARING BETWEEN THE TENANT
AND THE REAL ESTATE SUPPORT SERVICES VENDOR**

Pursuant to the contract for Real Estate Support Services between _____ and the State dated _____, Landlord and Tenant acknowledge that in consideration of _____ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission of \$_____, of which 30% (\$_____) will be credited to Tenant as shown in Article 1(B) of the Lease and 70% of the leasing commission (\$_____) shall be remitted to _____ upon the full execution of this Lease.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 9-24-2024

Submitter: Administration Office

Submitted to the County Administration Office on: Email Poll 9-17-2024

Return Originals to: Jana Coen & Paula Gonzales

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 9-18-2024 email poll to approve amending Order for Authorized Persons and Authorized Signatures on Checking Accounts with Frontier Bank to replace Wendy Buxton-Andrade and Mark Westhoff with Roger Stagner and Don Wilson, and authorizing the use the Commissioner's Signature Stamps.

Justification or Background: Annual approval

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____

Federal: \$ _____

State: \$ _____

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):



ORDER FOR AUTHORIZED PERSONS AND AUTHORIZED SIGNATURES ON CHECKING ACCOUNTS

The Board of County Commissioners hereby authorizes as follows regarding the following County checking accounts at Frontier Bank:

DEPARTMENT OF HUMAN SERVICES ACCOUNT

Ron Cook, Thomas Grasmick, Roger Stagner and Jana Coen are **authorized to sign** on the Prowers County Department of Human Services Account to transact business in this account on behalf of the Depositor.

Ron Cook, Thomas Grasmick, Roger Stagner, Jana Coen, Don Wilson, Paula Gonzales and Mindy Maestas are **authorized to communicate** with Frontier Bank representatives regarding the Prowers County Department of Human Services Account to transact business in this account on behalf of the Depositor.

STATE WAGE WITHHOLDING ACCOUNT

Ron Cook, Thomas Grasmick, Roger Stagner and Jana Coen are **authorized to sign** on the Prowers County State Wage Withholding Account to transact business in this account on behalf of the Depositor.

Ron Cook, Thomas Grasmick, Roger Stagner, Jana Coen, Don Wilson, Brenda Brown, and Paula Gonzales are **authorized to communicate** with Frontier Bank representatives regarding the Prowers County State Wage Withholding Account to transact business in this account on behalf of the Depositor.

GENERAL FUND ACCOUNT

Ron Cook, Thomas Grasmick, Roger Stagner and Jana Coen, are **authorized to sign** on the Prowers County General Fund Account to transact business in this account on behalf of the Depositor.

Ron Cook, Thomas Grasmick, Roger Stagner, Jana Coen, Don Wilson, Brenda Brown, and Paula Gonzales are **authorized to communicate** with Frontier Bank representatives regarding the Prowers County General Fund Account to transact business in this account on behalf of the Depositor.

DATED this 17th day of September, 2024

Chairman

Vice-Chairman

Commissioner

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at Lamar, Colorado this 17th day of September 2024.

Jana Coen, County Clerk & Recorder

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: September 24, 2024

Submitter: Meagan Hillman, PCPHE Director

Submitted to the County Administration Office on: 9/16/24

Return Originals to: Meagan Hillman, PCPHE

Number of originals to return to Submitter: 1, to confirm approval

Contract Due Date: upon signature

Item Title/Recommended Board Action:

Consider approval of Contract Amendment #4 Original No. 22 IHIA 174583, Amendment No. CTGG1 QAAA 2025, expiration September 29, 2025 for the amount of \$120,000 and authorizing Public Health Director Meagan Hillman to execute the Contract electronically.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: _____

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on: 9/12/24

Additional Approvals (if required):

PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.

THANK YOU!



CONTRACT AMENDMENT #4

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Early Childhood 710 S. Ash Street Denver, CO 80246	Original Contract Number 22 IHIA 174583
Contractor Prowers County Public Health and Environment 1001 S. Main Street Lamar, CO 81052	Amendment Contract Number CTGG1 QAAA 2025-xxxx
Current Contract Maximum Amount Initial Term Federal Fiscal Year 2022 CTGG1 IHIA 2022-3375 \$100,000 Extension Terms Federal Fiscal Year 2023 \$100,000 CTGG1 QAAA 2023-2374 Federal Fiscal Year 2024 \$120,020 CTGG1 QAAA 2024-2505 Federal Fiscal Year 2025 \$120,000 CTGG1 QAAA 2025-xxxx Total for All State Fiscal Years \$440,020	Contract Performance Beginning Date June 2, 2022 Current Contract Expiration Date September 29, 2025

Signature Page begins on next page →



THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p align="center">CONTRACTOR Prowers County Public Health and Environment</p> <hr/> <p>By: Meagan L Hillman PA-C, MBA, Public Health Director</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO Jared Polis, Governor Colorado Department of Early Childhood Lisa Roy, Ph.D., Executive Director</p> <hr/> <p>By: Stephanie Beasley, Deputy Executive Director</p> <p>Date: _____</p>
<p align="center">In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Laura Cumow, CDEC Controller</p> <p>Amendment Effective Date: _____</p>	

-- Signature and Cover Pages End --



1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or September 30, 2024, whichever is later, and shall terminate on the termination of the Contract.

4. PURPOSE

The project shall create the conditions necessary for all families to thrive in five counties in Colorado where a significant portion of the population is impacted by disparities in the social determinants of health. Through the project, CDEC and project partners shall shift focus from a reactive child protection system to an intentional coordinated primary prevention system co-designed with communities and families, including those with lived child welfare expertise. The purpose of this Amendment #4 is to extend the contract expiration date, increase the contract amount, and amend Exhibits A, B, D, E, and F.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. Increase the Contract Amount for FFY25 by \$120,000 and Increase the Maximum Amount for All Federal Fiscal Years from \$320,020 to \$440,020.

The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

B. Exhibit A – Statement of Work

Exhibit A – Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit A – Amendment #3 of the Original Contract.

C. Exhibit B – Budget



Exhibit B – Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit B – Amendment #3 of the Original Contract.

D. Exhibit D – Additional Provisions

Exhibit D – Amendment #4, which is attached and incorporated by this Amendment, shall replace Exhibit D – Amendment #3 of the Original Contract.

E. Exhibit E – Supplemental Provisions for Federal Awards

Exhibit E – Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit E – Amendment #3 of the Original Contract.

F. Exhibit F – PII Certification

Exhibit F – Amendment #4, which is attached and incorporated by this Amendment, shall be added to Exhibit F – Amendment #3 of the Original Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Statement of Work (SOW)

Prowers County Public Health & Environment (PCPHE)

Family Support Through Primary Prevention (FSPP)

Introduction/Background

The Colorado Department of of Early Childhood CDEC) was awarded \$3.7 million Family Support through Primary Prevention (FSPP) Grant by the U.S. Department of Health and Human Services' Administration for Children and Families, Children's Bureau. The grant shall provide services across five counties, Adams, Boulder, Denver, Jefferson, and Prowers, in Colorado and is designed to serve 14,725 families through local county human services, public health, health care systems, and family resource center partnership sites.

Target Population: Families and children in the target areas of Adam, Prowers, Jefferson, Boulder, and Denver counties that need preventive community-based family support systems to improve wellbeing, equity, and reduce child maltreatment.

The project shall create the conditions necessary for all families to thrive in five counties in Colorado where a significant portion of the population is impacted by disparities in the social determinants of health. Through the project, CDEC and project partners shall shift focus from a reactive child protection system to an intentional coordinated primary prevention system co-designed with communities and families, including those with lived child welfare expertise.

Scope of Work

Through a subcontract with The Cornerstone Resource Center (TCRC) this scope of work shall include a 5-month planning period to develop a collaborative Strengthening Families Plan to align efforts between Prowers County and The Cornerstone Resource Center, as well as other key stakeholders including families with lived experience. The plan shall include the creation of a No Wrong Door (NWD) approach to improving equitable access to the services and supports families need through collaboration family resource center hub model. Implementation of the plan shall take place the last 3 months of Year 1 of this project. Years 2-5 of this project shall be focused on implementation of the plan as well as on-going continuous quality improvement adjustments as informed by evaluation.

Period of Performance

This Statement of Work is for September 30, 2024 – September 29, 2025.

Work Plan

Work Plan					
OUTCOMES, BENCHMARKS, AND MILESTONES					
Outcome statement:		<p>Outcome: As a result of applying a public health approach to child maltreatment prevention, family strengthening, and equitable well-being through collaboration of cross-sector services organizations and engagement of families there shall be an increase in access and utilization of local resources and services so that families shall be better supported by their community and more knowledgeable regarding child development and parenting, and as a result, there shall be a decreased incidence of child maltreatment and families shall report and increase in family protective factors.</p> <p>Benchmark: Year 1 benchmark: A collaborative plan is developed, and implementation begins.</p> <p>Milestones: Milestones are noted at the end of the Work Plan</p>			
Key Activity A: Complete collaborative Strengthening Families Plan					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Prowers County shall subcontract with The Cornerstone Resource Center to support the implementation of the Strengthening Families Plan	Ongoing for the entire grant period. September 30, 2024- September 29 2025	-Prowers County shall contract with The Cornerstone Resource Center (TCRC). -TCRC shall convene cross-sector partners to support the development of the plan. -TCRC shall ensure plan aligns with Collaborative Agreement outcomes and the <u>strengthening family's</u> framework.	Contract is in place Meeting minutes with cross sector partners Plan is completed	TCRC Executive Director	Contractors /Consultants
The Cornerstone Resource Center shall maintain a Community/Family Advisory Council to inform the plan	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	-Family Leadership Coordinator facilitates Family Advisory Council meetings -TCRC shall conduct ongoing outreach to community members with support from cross-sector partner -Family Advisory Council convenes regularly -TCRC shall support families to serve as liaisons/actively engage to cross-sector groups supporting planning process	Outreach efforts tracked Advisory Council meets at least 9 times during grant period Monthly meetings are documented with # of families in attendance tracked # of families engaged in planning tracked	TCRC Executive Director TCRC Family Leadership Coordinator	Contractors/Consultants



Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Electronic Referrals Implemented	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	-Electronic referral platform is adopted and utilized by at least 3 community partners -Ongoing platform support is provided for community partners	#Incoming referrals received via electronic platform #Outgoing referrals send via electronic platform	TCRC Executive Director	Contractors/Consultants
Key Activity B: Implement a No Wrong Door approach through a family resource center model					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Outreach and advertise family resource center	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	-Outreach and areas/demographics completed	#of outreach mechanisms and # reached is tracked	TCRC staff	Contractors/Consultants
Offer Care/Resources Navigation to families	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	-Care/resources navigation is provided to a total of 60 families by the end of Q4 of Yr 3 -Types of referrals and follow through informs work	#families and individuals/children served is tracked #per type of referral is tracked % of follow through is tracked Pre -post of social determinants of health and strengthening families tracked for families with complex needs.	TCRC staff	Contractors/Consultants
Provide emergency supplies for families while awaiting connection to longer term solutions or other community resources	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	-Emergency supplies (food, diapers/wipes, hygiene, clothing, car seats) is provided for families while awaiting a connection to referral	#families and individuals/children is tracked #per type of supply is tracked	TCRC staff	Contractors/Consultants

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Offer parenting/family classes and groups that support protective factors	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	-Three parenting classes/group series are provided Yr 3 for a total of 16 families	#of families and individuals/children impacted and tracked Evaluation of services to improve outcomes is tracked including pre/post strengthening families	TCRC staff	Contractors/Consultants
Mobile Outreach & services provided to remote communities in service area	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	-Bilingual Family Navigator assists Mobile Case Manager is providing care & resources to rural/remote locations via mobile outreach	#of families and individuals/children served is tracked # of emergency supplies given out is tracked	TCRC staff	Contractors/Consultants
Key Activity C: FSPP Demonstrates site shall participate in Continuous Quality Improvement (CQI) activities and required CDEC activities					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
The Cornerstone Resource Center shall participate in Continuous Quality Improvement (CQI) and other required CDEC activities	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	Participate in FSPP grant meetings and Colorado Partnership for Thriving Families (CPTF) activities assigned	Attendance to active participation as requested by FSPP project staff	TCRC Executive Director	Contractors/Consultants
Invoices	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	The Cornerstone Resource Center shall submit invoices to Prowers County Department of Public Health & Environment (PCPHE) on a monthly basis. Prowers County Department of CDEC on a monthly basis.	Contractor shall submit all invoices by the 20 th day of each month.	TCRC Executive Director PCPHE Accountant	Contractors/Consultants
Participate in all federal grant requirements as requested by the Administration of Children and Families (ACF)	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	Participate in ACF meetings and activities assigned.	Attendance and active participation as requested by FSPP project staff.	TCRC Executive Director	Contractors/Consultants

Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Participate in all grant activities as requested by the CDEC program manager, CPTF staff, and contracted project management vendor that shall serve as the backbone support for CPTF.	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	Participate in FSPP grant meetings and CPTF activities assigned	Attendance and active participation as requested by FSPP project staff.	TCRC Executive Director	Contractors/Consultants
Key Activity D: Participate in reducing stigma through community norming project					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Participate in community norming efforts	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	-Support media campaign as requested	Support is tracked	TCRC Executive Director	Contractors/Consultants
Family activities to promote community norming social norming	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	-Spring and summer activities for families at the center to promote social norming	#of families/children attending the event.	TCRC staff	Contractors/Consultants
Key Activity E: Implement local norms strategies to increase social connections-building and to reduce stigma around help-seeking behaviors.					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Implement local community norming efforts	Ongoing for the entire grant period. September 30, 2024- September 29, 2025	Identified local norms strategy & initial results	Completing of deliverable	TCRC Executive Director/staff	Contractors/Consultants
Key Activity E: CDEC Fiscal Operations					
Tasks	Time Period	Deliverable	Measurement	Person(s) Responsible	Budget Category
Invoices	Monthly	Invoices submitted monthly to CDEC.	Submit all invoices by the 20th day of each month.	Cornerstone Staff	Contractors/Consultants

Schedule/Milestones

Through subcontract with The Cornerstone Resource Center (TCRC)

- The Cornerstone Resource Center shall convene at least 9 Family Advisory Council meetings by September 29, 2025
- The Cornerstone Resource Center shall a total of 60 families (about 120 children) through Care/Resource Navigation and/or parenting family classes by September 29, 2025.
- Electronic referral platform shall be implemented and utilized by TCRC and 5 community partners.

Acceptance Criteria

Prowers County Department of Public Health & Environment and The Cornerstone Resource Center are responsible for ensuring all deliverables are on-track and met and shall submit an annual report to the CDEC program manager, including a written summary of program accomplishments and barriers to program implementation in a format provided by the CDEC program manager. The Cornerstone Resource Center is responsible for regular monitoring of the FSPP grant deliverables and shall provide at least quarterly updates to the Prowers County Department of Public Health & Environment.

The acceptance of all deliverables shall reside with the Department of Early Childhood (CDEC) – Family Strengthening Unit of the Division of Community and Family Support. The designated program manager shall monitor all deliverables in order to ensure the completeness of each stage of the project and that the scope of work has been met. The CDEC program manager shall either sign off on the approval, or reply to the vendor, in writing, advising what tasks must still be accomplished.



Colorado Department of Early Childhood (CDEC)
BUDGET WITH JUSTIFICATION FORM

Contractor Name	Prowers County Public Health & Environment
Budget Period	September 30, 2024 - September 29, 2025
Project Name	CO Family Support through Primary Prevention (FSPP) Demonstration Site

Program Contact Name, Title	Meagan Hillman
Phone	719-336-8721
Email	mhillman@prowerscounty.net
Fiscal Contact Name, Title	Reyna Perez
Phone	719-336-8721
Email	pcpaccountant@prowerscounty.net

Expenditure Categories					
Personnel Services - Salaried Employees				FFY 2025	
Position Title	Description of Work and Fringe Benefits Include: FICA, Medicare, Retirement, Health Insurance, Vision Insurance, Life Insurance, and Unemployment Insurance.	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from CDEC
Accountant	Process invoices, budgeting	\$ 51,418.00	\$ 15,912.00	1.442%	\$ 971
Director	Attend FSPP Board meetings and check in with The Cornerstone Resource Center (TCRC)	\$111,301.00	\$21,944.00	1.731%	\$ 2,306
Total Personnel Services (including fringe benefits)					\$ 3,277
Contractors/Consultants (payments to third parties or entities)				FFY 2025	
Name	Description of Item	Total Amount Requested from CDEC	Allowable in MTDC calculation	unallowable in MTDC	
The Cornerstone Resource Center	Providing program implementation & support of FSPP as per statement of work	\$116,218	\$0	\$116,218	
Total Contractors/Consultants		\$116,218	\$0	\$116,218	
Travel				FFY 2025	
Item	Description of Item			Total Amount Requested from CDEC	
	No costs in this category shall be reimbursed by CDEC			\$0	
Total Travel				\$0	
Supplies & Operating Expenses				FFY 2025	
Item	Description of Item			Total Amount Requested from CDEC	
	No costs in this category shall be reimbursed by CDEC			\$0	
Subtotal				\$0	
Items Excluded from MTDC: (Rental costs, tuition, scholarships/fellowships, participant support, equipment, capital expenditures)				FFY 2025	
	No costs in this category shall be reimbursed by CDEC			\$0	
Subtotal Items removed from MTDC				\$0	
Total Supplies & Operating Expenses				\$0	
Training and Technical Assistance				FFY 2025	
Item	Description of Item			Total Amount Requested from CDEC	
	No costs in this category shall be reimbursed by CDEC			\$0	
Total Training and Technical Assistance				\$0	
TOTAL DIRECT COSTS				\$ 119,495	

<p>MODIFIED TOTAL DIRECT COSTS (MTDC)</p> <p>Uniform Guidance 2 CFR 200.1 "Modified Total Direct Cost (MTDC)"- means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.</p>		<p>\$3,277</p>
<p>Indirect Costs</p> <p>[not to exceed 10% unless Negotiated Federal Indirect Cost rate or Negotiated State Indirect Cost rate is attached]</p>		<p>FFY 2025</p>
<p>Item</p>	<p>Description of Item</p>	<p>Total Amount Requested from CDEC</p>
State Negotiated Indirect cost	Prowers County indirect rate 15.4%	\$505
<p>Total Indirect</p>		<p>\$505</p>
<p>TOTAL</p>		<p>\$120,000</p>

*Figures are rounded using basic accounting standards. (0.00-0.49 = 0; 0.50-0.99 = 1.0)



ADDITIONAL PROVISIONS

1. SERVICE PROVISIONS

The Contractor shall provide the services according to the plans submitted in the “Statement of Work”, attached and incorporated herein by this reference as **EXHIBIT A**. In all cases, the descriptions, plans, timetables, tasks, duties, and responsibilities of the Contractor as described in the Statement of Work, shall be adhered to in the performance of the requirements of this contract. In the event of a conflict, the terms and conditions of this contract shall control over the Statement of Work. Any significant changes to the Statement of Work (SOW) require an amendment to the contract.

2. GOALS AND OBJECTIVES

The Contractor shall be responsible for the achievement of any goals and objectives as specified within the Statement of Work (**EXHIBIT A**) of this contract unless written notice of any modifications are furnished by the State to the Contractor allowing adequate time for compliance during the term of this contract.

3. COPY OF SUBCONTRACT

The Contractor shall provide to the State a copy of any executed subcontract between the Contractor and any provider of services to fulfill any requirements of this contract. Subcontracts shall be emailed to the Contract Representative upon execution.

4. PAYMENT

In consideration of the provision of services and reporting and subject to all payment and price provisions and further subject to verification by the State of full and satisfactory compliance with the terms of this contract, the State shall pay to the Contractor an amount not to exceed the amount specified in the Budget (**EXHIBIT B**), of this contract.

- A. The Contractor shall submit requests for payment to CDEC_Invoicing@state.co.us no less than monthly on forms prescribed and provided by the State.
- B. Payment shall be made on a cost reimbursement basis for services rendered.
- C. It is understood any vacancy savings in the personnel category and/or any savings in any other category shall require written approval from the State prior to any redistribution of any savings by the Contractor. **ANY COST SAVINGS THAT ARE REDISTRIBUTED BY CONTRACTOR WITHOUT WRITTEN APPROVAL SHALL NOT BE REIMBURSED BY THE STATE.**
- D. **IT IS UNDERSTOOD ANY COSTS THAT EXCEED THE CONTRACTED AMOUNT SHALL NOT BE PAID BY CDEC.** If Contractor has a legitimate need for additional funds, the Contractor shall request additional funds from the CDEC 60 days prior to projected depletion of contracted funds. CDEC shall review each request and notify Contractor in writing of approval or denial. Approval of additional funds shall require an official modification to the Contract by Amendment or Option Letter.
- E. Timely Invoicing - Invoices shall be submitted no later than 30 days following the last day of the month. Final invoices for services provided September shall be submitted no later than 30 days following the last day of the month.



- F. The Contractor shall maintain source documentation to support all payment requested pursuant to this contract. All source documentation shall be provided to the State by the Contractor upon request.
- G. It is understood that the State reserves the right to offset funds pursuant to this contract based on the discovery of overpayment or improper use of funds by the Contractor. Overpayment or improper use of funds is interpreted to apply to specific terms of prior year contracts, and includes without limitation requirements of the Generally Accepted Accounting Principles (GAAP) issued by the American Institute of Certified Public Accountants, and applicable sections of the Colorado Revised Statutes.
- H. The State shall review monthly invoices throughout the fiscal year. If, after a number of months, the State determines the Contractor is not needing/using the funding allocated for the Contractor's work in the Contract, the State shall remove these funds from the contract budget by Option Letter for a proportional reduction of services with prior written notification to the Contractor. This provision does not allow for a reduction in the rate of pay.

5. PARTICIPATION

The Contractor representative(s) is required to participate in any Department of Early Childhood sponsored meetings related to this contract.

6. SUPPLANTING

Payments made to the Contractor under this contract shall supplement and not supplant other state, local or federal expenditures for services associated with this contract.

7. BUDGET CHANGES

Contractor may request in writing adjustments to the direct costs in the current year budget (**EXHIBIT B**) not to exceed 10% of the total budget. Requests shall be made in the form of a written budget revision request to the appropriate program staff. Written approval for the budget revision shall be required prior to any changes to the budget related to the budget revision request. The total dollar amount of the contract budget cannot be changed as a result of the budget revision request. Budget adjustment requests over 10%, adding new expense lines, and/or changes to the total dollar amount of the budget require a formal amendment. No adjustments to the Indirect Costs portion of the budget are allowable without a formal amendment.

Contractor may request in writing up to a 5% increase to the "Gross or Annual Salary" of an individual employee if a position currently listed in the contract becomes vacant and the new incoming employee shall be hired at a higher or lower salary. No increase within the salary range is authorized without prior written approval from CDEC. Adding additional staff requires an amendment to the contract. Vacancy savings cannot be used to change salary amounts for existing personnel without an amendment. Any change to personnel requires prior written approval from CDEC staff. This process shall never change the Contract Maximum Amount. Contractor must use available unused funds from either vacancy savings or another category within the contract. The revision request may not at any time compromise the integrity of the funded program as determined by CDEC program staff.

8. TRAVEL

Travel costs must be listed in Exhibit B – Budget under travel including airfare, hotel, mileage and per diem costs.

- A. Mileage shall not exceed the Federal mileage rate per <https://www.gsa.gov/travel-resources>.

- B. Per Diem shall not exceed Federal GSA per diem rates for the area of travel per <https://www.gsa.gov/travel-resources>.
- C. Hotel rates cannot exceed any rate established for conference attendance.
- D. Usage of airfare or Out of State Travel requires pre-approval from CDEC.

9. SUBRECIPIENT

Contractors determined to be a Sub-recipient of federal funds shall complete the sub-recipient performance report and assessment survey at: <https://forms.gle/QTXGEabvipymdsfd8> upon contract execution. Failure to complete the performance report and assessment survey shall delay payment to the Contractor.

10. CRITICAL INCIDENT REPORTING

Within 48 hours of the occurrence of a critical incident involving any child or family and/or an on duty agency staff member of any family support program staff funded through the Department of Early Childhood (CDEC), the agency must report in writing the details of the critical incident to the CDEC Program Manager for the involved family support program. Critical incidents may include, but are not limited to, awareness of an egregious incident of abuse and/or neglect, near fatality, or fatality of any child currently enrolled in a family support program; involuntary termination of a program staff's employment; criminal allegations involving program staff and related to his/her employment; negative media attention about the family support program; any major injury or threat to the security of an agency staff member while on duty and visiting an enrolled child or family.

11. MANDATED REPORTING

- A. All program staff are required by law to report suspected child abuse and neglect. Mandatory reporters must report suspected child abuse and neglect to the local county child welfare agency, the local law enforcement agency, or by calling the child abuse reporting hotline system at 1-844-CO-4KIDS (1-844-264-5437).
- B. All program staff are required to take the online mandatory reporter training on the Colorado Department of Human Services (CDHS) Child Welfare Training System: <https://www.coloradocwts.com/mandated-reporter-training>.

12. GIFT CARDS

To comply with federal guidelines, purchasing gift cards with funds from CDEC contract funds is not allowed. Please see citations 45CFR75.406 and 45CFR75.302.A for more information.



EXHIBIT E – Amendment #4- Supplemental Provisions for Federal Awards

For the purposes of this Exhibit only, Contractor is also identified as “Subrecipient.” This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), and/or exhibit regarding SLFRF Federal Provisions, the terms re FFATA and/or SLFRF shall control. If the source of the funding of the Contract is a grant, these Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

1) Federal Award Identification

- i. Subrecipient: **Prowers County Public Health and Environment;**
- ii. Subrecipient Unique Entity Identifier (UEI) number: **Y8C4HSXY95M6**
- iii. The Federal Award Identification Number (FAIN) is
 - a) **90CT7014;**
 - b) **2101COBCC6;**
- iv. The Federal award date is
 - a) **June 26, 2024;**
 - b) **May 12, 2021;**
- v. The subaward period of performance start date is
 - a) **September 30, 2021** and end date is **September 29, 2026;**
 - b) **October 1, 2020** and end date is **September 30, 2025;**
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Subrecipient	Total amount of the Federal Award committed to Subrecipient by CDEC
FFY25			
a) 90CT7014	\$100,000	\$100,000	\$100,000
b)2101COBCC6	\$20,000	\$20,000	\$20,000

- vii. Federal award project description:
 - a) **Family Support through Primary Prevention (FSPP);**
 - b) **Community-Based Child Abuse Prevention Grants (States and Territories) Supplemental Funding American Rescue Plan Act of 2021**
- viii. The name of the Federal awarding agency is **Department of Health and Human Services Administration for Children and Families**; the name of the pass-through entity is the State of Colorado, Department of Early Childhood (CDEC); and the contact information for the awarding official is **Kendra Dunn, Director, Division of Community and Family Support; Kendra.Dunn@state.co.us; 303-866-5769**
- ix. The Catalog of Federal Domestic Assistance (CFDA) number is



- a) **93.648**, Child Welfare Services Training Grants, and dollar amount is **\$750,000**;
 - b) **93.590**; Community-Based Child Abuse Prevention Grants and dollar amount is **\$4,200,999**;
 - x. This award is **not** for research & development;
 - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDEC cost allocation plan.
- 2) All requirements imposed by CDEC on Subrecipient so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in **General Provisions, Exhibit A- Statement of Work and Exhibit D – Additional Provisions.**
 - 3) Any additional requirements that CDEC imposes on Subrecipient for CDEC to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in **General Provisions, Exhibit A – Statement of Work and Exhibit D – Additional Provisions.**
 - 4) Subrecipient’s approved indirect cost rate is **CDEC negotiated rate 15.4%**.
 - 5) Subrecipient must permit CDEC and auditors to have access to Subrecipient’s records and financial statements as necessary for CDEC to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.
 - 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and **General Provisions, Exhibit A – Statement of Work and Exhibit D – Additional Provisions.**
 - 7) **Performance and Final Status.** Subrecipient shall submit all financial, performance, and other reports to CDEC no later than **30** calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Subrecipient’s performance and the final status of Subrecipient’s obligations hereunder.
 - 8) **Matching Funds**

If a box below is checked, the accompanying provision applies.

- i. Subrecipient is not required to provide matching funds.
- ii. Subrecipient shall provide matching funds as stated in **N/A**. Subrecipient shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDEC regarding the status of such funds upon request. Subrecipient’s obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Subrecipient and paid into the Subrecipient’s treasury or bank account. Subrecipient represents to CDEC that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Subrecipient does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient’s laws or policies.

1. DEFINITIONS.

- 1.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 1.1.1.1.1. Awards may be in the form of:
 - 1.1.1.1.2. Grants;
 - 1.1.1.1.3. Contracts;



- 1.1.1.1.4. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.1.1.5. Loans;
- 1.1.1.1.6. Loan Guarantees;
- 1.1.1.1.7. Subsidies;
- 1.1.1.1.8. Insurance;
- 1.1.1.1.9. Food commodities;
- 1.1.1.1.10. Direct appropriations;
- 1.1.1.1.11. Assessed and voluntary contributions; and
- 1.1.1.1.12. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 1.1.1.1.13. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 1.1.1.2. Award **does not** include:
 - 1.1.1.2.1. Technical assistance, which provides services in lieu of money;
 - 1.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.1.2.3. Any award classified for security purposes; or
 - 1.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 1.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in § of this Exhibit.
- 1.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.1.5. “Entity” means:
 - 1.1.5.1. If the source of funding is a Grant:
 - 1.1.5.1.1. a Non-Federal Entity;
 - 1.1.5.1.2. a foreign public entity;
 - 1.1.5.1.3. a foreign organization;
 - 1.1.5.1.4. a non-profit organization;
 - 1.1.5.1.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 1.1.5.1.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 1.1.5.1.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 1.1.5.1.8. a foreign for-profit organization (for 2 CFR part 170 only).



- 1.1.5.2. If the source of funding is not a Grant:
 - 1.1.5.2.1. all of the following as defined at 2 CFR part 25, subpart C;
 - 1.1.5.2.2. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.1.5.3. a foreign public entity;
 - 1.1.5.4. a domestic or foreign non-profit organization;
 - 1.1.5.5. a domestic or foreign for-profit organization; and
 - 1.1.5.6. a Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 1.1.7. If the source of funding is a Grant, “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1. If the source of funding is not a Grant, “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 1.1.10. If the source of funding is a Grant, “Grant” as used herein is the Contract to which these Federal Provisions are attached.
- 1.1.11. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached if the source of funding is a Grant.
- 1.1.12. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 1.1.13. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 1.1.13.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 1.1.13.2. Is not organized primarily for profit; and
 - 1.1.13.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 1.1.14. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 1.1.15. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1.1.16. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award, or, of the source of funding is a Grant it is that agency or institution identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 1.1.17. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101 or 2 CFR 200.38, as applicable. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.



- 1.1.18. “Subrecipient” or, if the source of funding is a Grant, “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 1.1.19. “Subrecipient Parent DUNS Number” means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.1.20. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.1.21. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a), as applicable) and includes the following:
- 1.1.21.1. Salary and bonus;
 - 1.1.21.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.1.21.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.1.21.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.1.21.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.1.21.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.1.22. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act may also be referred to as FFATA.
- 1.1.23. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which, unless the source of funding is a Grant, supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.1.24. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. COMPLIANCE.



2.1. Contractor/Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, including, but not limited to, all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Contractor/Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

3.1. SAM. Contractor/Grantee shall maintain the currency of its information in SAM until the Contractor/Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Contractor/Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

3.2. DUNS. Contractor/Grantee shall provide its DUNS number to its Prime Recipient, and shall update Contractor's/Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's/Grantee's information.

4. TOTAL COMPENSATION.

4.1. Contractor/Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

4.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more if the source of funding is a Grant, or otherwise \$25,000 or more if the source of funding is not a Grant; and

4.1.2. In the preceding fiscal year, Contractor/Grantee received:

4.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

4.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is a Grant or otherwise \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act if the source of funding is not a Grant; and

4.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

5. REPORTING.

5.1. If Contractor/Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract/Grant price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract/Grant and shall become part of Contractor's/Grantee's obligations under this Contract/Grant.

6. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.



- 6.1. If the source of funding is a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 6.2. If the source of funding is not a Grant, Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 6.3. The procurement standards in §8 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §10 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

7. SUBRECIPIENT REPORTING REQUIREMENTS.

- 7.1. If Contractor/Grantee is a Subrecipient, Contractor/Grantee shall report as set forth below.
 - 7.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1.1. Subrecipient DUNS Number;
 - 7.1.1.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
 - 7.1.1.3. Subrecipient parent’s organization DUNS Number;
 - 7.1.1.4. Subrecipient’s address, including: Street Address, City, State, Country, Zip (+ 4 if source of funding is a Grant or as otherwise directed per SAM directives for proper reporting), and Congressional District;
 - 7.1.1.5. Subrecipient’s top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.1.6. Subrecipient’s Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 7.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract/Grant, the following data elements:
 - 7.1.2.1. Subrecipient’s DUNS Number as registered in SAM.
 - 7.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. PROCUREMENT STANDARDS.

- 8.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.



- 8.2. If the source of funding is a Grant: Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 8.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9. ACCESS TO RECORDS.

- 9.1. A Subrecipient shall permit Recipient/Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.311-200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

10. SINGLE AUDIT REQUIREMENTS.

- 10.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 10.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 10.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 10.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

11. CONTRACT/GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.



- 11.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Contractors/Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract/Grant.
- 11.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 11.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - 11.1.3. Rights to Inventions Made Under a contract/grant or agreement. If the Federal Award meets the definition of “funding agreement”/ “funding Contract” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,”/“funding Contract”, the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
 - 11.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee(s) to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
 - 11.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - 11.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - 11.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.



- 11.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12. CERTIFICATIONS.

- 12.1. Unless prohibited by Federal statutes or regulations, Recipient/Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

13. EXEMPTIONS.

- 13.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 13.2. A Contractor/Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14. EVENT OF DEFAULT AND TERMINATION.

- 14.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract/Grant and the State of Colorado may terminate the Contract/Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract/Grant, at law or in equity.
- 14.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 14.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 14.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT END

PII CERTIFICATION

**STATE OF COLORADO
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII
THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Meagan L. Hillman, on behalf of Prowers County Public Health and Environment (the “Organization”), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: Meagan L. Hillman

Title: Director

Date: _____

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 9/24/24

Submitter: Department of Human Services

Submitted to the County Administration Office on: 9/11/24

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

“Consider approving State of Colorado Contract Modification Contract Amendment #4 (original contract number 2021CMIP051) between the Department of Health Care Policy and Financing and Prowers County Department of Human Services with the total for all State Fiscal Years in the amount of \$176,583.21 and authorize Department of Human Services Director, Lanie Meyers-Mireles to execute the agreement via DocuSign.”

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: _____

Federal: \$ _____

State:

Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.

THANK YOU!

**STATE OF COLORADO CONTRACT MODIFICATION
CONTRACT AMENDMENT #4**

State Agency
Department of Health Care Policy and Financing
Contractor
Prowers County
Original Contract Number
2021CMIP051
Amendment Contract Number
2021CMIP051A4

Contract Performance Beginning Date
July 1, 2020
Current Contract Expiration Date
June 30, 2025
Current Contract Maximum Amount
Initial Term
State Fiscal Year 2021 \$27,320.94
Extension Terms
State Fiscal Year 2022 \$27,320.94
State Fiscal Year 2023 \$41,164.10
State Fiscal Year 2024 \$41,653.52
State Fiscal Year 2025 \$39,123.71
Total for all State Fiscal Years \$176,583.21

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR
Prowers County

STATE OF COLORADO
Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

Date: _____

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
Department of Health Care Policy and Financing
Jerrod Cotosman, Controller

Amendment Effective Date: _____

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

4. PURPOSE

To modify the Contract Maximum Amount for State Fiscal Year 2025.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- C. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Action Item from:

August 13, 2024,

August 23, 2024,

August 27, 2024,

&

September 17, 2024

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: 08/13/2024

Submitter: Mark Westhoff

Submitted to the County Administration Office on: 08/07/2024

Return Originals to: SE&EC

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action: Consider approval of Participation Agreement between Prowers County and Southeast & East Central Recycling Association (SE&EC) for SE&EC to provide recycling services to Prowers County residents at a cost of \$0.30 per capita per month beginning January 1, 2025, and authorizing BOCC Chair Ron Cook to execute the agreement.

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code: __

County: \$ __ Federal: \$ _____ State: \$ _____ Other: \$ _____

Approved by the County Attorney on:

Additional Approvals (if required):

PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.

THANK YOU!

AGREEMENT
For Participation In The
Southeast & East Central Recycling Association

This Agreement, entered into as of the ____ day of _____, 2024 by and between the **Southeast & East Central Recycling Association**, hereinafter referred to as the "ASSOCIATION," and **County of Prowers, STATE**, a duly authorized political subdivision or government in the State of _____, hereinafter referred to as the "LOCAL AUTHORITY".

WITNESSETH:

WHEREAS, the ASSOCIATION is an incorporated, non-profit corporation organized within the State of Colorado for the purpose of providing for, on a voluntary basis, the pickup, consolidation, and sale of certain types of recyclable materials within the southeast/east central region of the state of Colorado, and western Kansas.

WHEREAS, the Articles of Incorporation of the ASSOCIATION provides that the ASSOCIATION will have members, and

WHEREAS, the LOCAL AUTHORITY wishes to continue as a member of the ASSOCIATION and provide for the pickup, consolidation, and sale of certain types of recycled materials from within their jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein expressed, It is agreed by and between the parties hereto as follows:

Section 1 — This Agreement shall commence on the date first stated above after signing of duplicate originals by the parties and shall continue until terminated as herein provided. On the commencement date of this agreement, all previous participation agreements shall be terminated.

Section 2 — Each County, City, Town, or other governmental entity, who becomes a member of the ASSOCIATION by the signing of the agreement shall have the right to appoint one elected or appointed official to the ASSOCIATION board.

Section 3 - Each county, city, town, or governmental entity may replace any Director appointed at any time for any justifiable reason.

Section 4 — The ASSOCIATION shall exercise the powers incidental, implied and expressed. Or necessary for the accomplishment of the purposes of the ASSOCIATION as provided by the Bylaws of the ASSOCIATION.

Section 5 — The ASSOCIATION is hereby authorized, in its name, to do all acts necessary for the exercise of the foregoing powers including, but not limited to, the following: (a) to coordinate and manage the funding, construction, operation, and maintenance of the ASSOCIATION, (b) to charge rates, tolls, or fees in connection with the operation of the ASSOCIATION, (c) to contract for goods and services, (d) to acquire, construct, manage, maintain, operate, or dispose of any buildings, works, improvements, or other facilities needed by the ASSOCIATION, (e) to incur debts, liabilities, or obligations (subject to budget limitation and TABOR) provided that no debt, liability, or obligation shall constitute a debt, liability, or obligation to the members, without express written consent of the elected officials of the members, (f) to apply for, accept, receive, and disburse grants, loans, and other aid from any governmental entity or political subdivision thereof or any other income from any source, (g) to approve or deny, on an annual basis, additional membership in the ASSOCIATION, and (h) to carry out and enforce all provisions of the Bylaws of the ASSOCIATION.

Section 6 — That, while it is contemplated that the ASSOCIATION shall strive for self-supporting economic status, it is realized that a subsidy might be necessary in the form of payment from the members of the ASSOCIATION in order to render the ASSOCIATION capable of operation.

Section 7 — The total cost per member is \$.30 per capita per month, beginning January 1, 2025. If the board deems that an increase is necessary, each member will be notified six months prior to year's end going forward.

Section 8 — The LOCAL AUTHORITY will be responsible for purchasing, leasing, or otherwise making provision for the professional made, fiberglass containers to be placed in a location selected at the discretion of the LOCAL AUTHORITY. Said containers shall be utilized by the residents of the LOCAL AUTHORITY, for the collection of approved recyclable materials. Said containers must be of the same or compatible manufacturer as those presently utilized by the members of the ASSOCIATION.

Section 9 — The LOCAL AUTHORITY shall maintain the area around the containers in a neat and clean condition and shall maintain signs and instructions on the use of the containers.

Section 10 — The LOCAL AUTHORITY shall be required to notify the ASSOCIATION ADMINISTRATOR immediately at such times as one or more of the collection containers is at or near a state of overflowing.

Section 11 — The LOCAL AUTHORITY shall be responsible to ensure that the containers are kept in a serviceable condition and will notify the ASSOCIATION immediately upon becoming aware of damage or destruction. If the LOCAL AUTHORITY is instead notified of such damage by the ASSOCIATION, and a determination is made that the damage was not caused by an ASSOCIATION employee, the LOCAL AUTHORITY shall make arrangements to repair or replace said damaged container in a timely manner.

Section 12 — Any member, as a signer of this agreement, may terminate their participation in this agreement by written notification, to the ASSOCIATION, signed by that member's elected official, not later than ninety (90) days prior to the start of the new fiscal year of the ASSOCIATION. Such notice is to allow the ASSOCIATION time to make necessary budgetary alterations made necessary by the termination. The Board of Directors of the ASSOCIATION may waive the notice requirement should it be in the best interest of the ASSOCIATION.

Section 13 — That some of the debt of the ASSOCIATION may be serviced by fees levied upon the members of the ASSOCIATION on an annual basis. For this reason, termination of one or more individual members will require that a prorated share of the debt will have to be paid off or assumed by the terminating party. Debt that is serviced by other income will not be subject to this requirement.

Section 14 — That the parties realize that when this agreement is terminated and the ASSOCIATION is dissolved, the ASSOCIATION may own property, both real and personal, and may have other assets. The parties agree that all such property of the ASSOCIATION shall be disposed of in a manner in accordance with the Articles of Incorporation of the ASSOCIATION.

Section 15 — In the event any provisions of this agreement are determined to be illegal or unenforceable for any reason, all other provisions of this agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this agreement shall in no way affect the legality and enforceability of any other provisions of the agreement.

Section 16 — This Agreement, including any attached Appendices, constitutes the entire understanding of the parties. At the time of execution of this Agreement, there are no other terms, conditions, requirements or obligations affecting this Agreement which are not specifically set forth herein. IN WITNESS WHEREOF, the parties hereto have hereunto authorized the execution of the within agreement as of the date and year first above written.

Southeast & East Central Recycling Association

BY: Matthew James Date: 7/25/2024
Chairperson

ATTEST:

BY: _____ Date: _____
Secretary/Treasurer

County of Provan

BY: _____ Date: _____
Title:

ATTEST:

BY: _____ Date: _____
Title